

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALL-LUMINUM PRODUCTS, INC., d/b/a Rio Brands, Inc.		08/27/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK NATIONAL ASSOCIATION		
Street Address:	One South Broad Street		
Internal Address:	3rd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85047941	MYPOD	
Serial Number:	85091507	RIO GEAR	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-564-8602		
Email:	Svictor@stradley.com		
Correspondent Name:	Sheila Victor for Kim R. Jessum, Esq.		
Address Line 1:	Stradley Ronon Stevens & Young, LLP		
Address Line 2:	2600 One Commerce Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	1207700017		
NAME OF SUBMITTER:	Sheila Victor		

TRADEMARK

900171352

REEL: 004276 FRAME: 0404

CH \$65.00 85047941

Signature:	/Sheila Victor/
Date:	09/10/2010
<p>Total Attachments: 9</p> <p>source=AmendedIPSecurityAgreementAll-Luminum8272010#page1.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page2.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page3.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page4.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page5.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page6.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page7.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page8.tif source=AmendedIPSecurityAgreementAll-Luminum8272010#page9.tif</p>	

**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF
MEMORANDUM OF SECURITY AGREEMENT**

THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF MEMORANDUM OF SECURITY AGREEMENT (“Amendment”) is made this 27 day of August 2010, by and between **ALL-LUMINUM PRODUCTS, INC.**, d/b/a Rio Brands, Inc., a Pennsylvania corporation with an address at One Tower Bridge, 100 Front Street, Suite #1350, West Conshohocken, PA 19428 (the “**Grantor**”), and **WELLS FARGO BANK NATIONAL ASSOCIATION**, successor in interest to Wachovia Bank, National Association, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A., with an address at One South Broad Street, 3rd Floor, Philadelphia, PA 19107 (“**Grantee**”).

BACKGROUND

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the “**Loan Agreement**”), Grantor granted to Grantee a security interest in certain Marks and Patents and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities extended by Grantor to Grantee. The Grantee’s security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (as amended by that certain Acknowledgement, Amendment and Confirmation of Security Interest in Patents and Trademarks dated December 28, 1999, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated June 27, 2000, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated February 13, 2004, that certain Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement dated July 13, 2005, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated August 2, 2007, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated September 9, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the “**Memorandum**”), a copy of which is attached hereto as **Exhibit A**.

B. On December 31, 1999, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended by that certain Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 31, 2001, that certain Second Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 28, 2001, that certain Third Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2001, that certain Fourth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated November 30, 2001, that certain Fifth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2003, that certain Sixth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 16, 2004, that certain Seventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 21, 2004, that certain Eighth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2005, that certain Ninth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2005, that certain Tenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated March 27, 2006, that certain Eleventh Amendment and Modification to Second Amended and

Restated Revolving Credit, Term Loan and Security Agreement dated August 2, 2007, that certain Twelfth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 30, 2007, that certain Thirteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 20, 2007, that certain Fourteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 17, 2008, that certain Fifteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 14, 2008, that certain Sixteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated January 6, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the **"Second A&R Loan Agreement"**), pursuant to which Grantor and Grantee agreed to various modifications and amendments to the financial accommodations extended by Grantor to Grantee under the Loan Agreement and Second A&R Loan Agreement.

C. On September 9, 2009, Grantor and Grantee amended, restated and consolidated the Second A&R Loan Agreement, as evidenced by that certain Third Amended, Restated and Consolidated Loan and Security Agreement (the **"Third A&R Loan Agreement"**), pursuant to which, inter alia, Grantor continued to extend loans and other financial accommodations to Grantor, including, without limitation, Revolving Loans up to the maximum amount of Twenty-Five Million Dollars (\$25,000,000.00) (the **"Loans"**).

D. Grantor has provided updated information to Grantee setting forth additional intellectual property owned by Grantor and not previously included in the Third A&R Loan Agreement or the Memorandum (the **"Additional Intellectual Property"**) and Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, inter alia, (i) specifically secure, without limitation, the Grantor's obligations under the Loans, and (ii) specifically include, without limitation, the Additional Intellectual Property of Grantor.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **New Trademarks.** **Exhibit "A"** to the Memorandum is hereby amended to specifically include, without limitation, the following:

TRADEMARK	SERIAL NUMBER
MYPOD	85047941
RIO GEAR	85091507

2. **New Copyrights.** The Memorandum is hereby amended as follows:

(a) The following subparagraph is to be inserted immediately after the second "Whereas" clause of the Memorandum as follows:

WHEREAS, Grantor is the owner of certain copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country

or jurisdiction, including, without limitation, the copyrights set forth in **Exhibit “C”** attached hereto, together with all rights and privileges arising under applicable law with respect to Grantor’s use of any of the foregoing (the “Copyrights”); all rights to sue for past, present and future infringement of any of the Copyrights; copyright rights, work made for hire rights, rights in works of authorship, software rights relating to computer software programs, in whatever form created or maintained and whether registered or not registered.

(b) The last two paragraphs of the Memorandum are hereby amended and restated in their entirety as follows:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a first priority security interest in, to and under (i) the Marks and the goodwill associated therewith; (ii) the Patents and any goodwill associated therewith; (iii) the Copyrights and any goodwill associated therewith; and (iv) the rights, interest, and benefits of the foregoing, including without limitation any claim of the foregoing, and any claim of the Grantor against any third party for past, present and future infringement or dilution of any of the Marks, the Patents and the Copyrights, or for injury to the goodwill associated with any of the Marks, the Patents or the Copyrights.

AND Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Marks, the Patents and the Copyrights granted hereby are more fully set forth in the Security Agreement and the Third A&R Loan Agreement, the terms and provisions of which are incorporated herein by reference.

(c) A new **Exhibit “C”** to the Memorandum is added to specifically include, without limitation, the following:

Name	Full Title	Copyright Number	Date
Rio Brands, Inc.	<u>Rio Brands Fabric Designs for 2007.</u>	VAu000969801	2007
Rio Brands, Inc.	<u>Rio Brands fabric designs for spring/summer 2003.</u>	VAu000639905	2004
Rio Brands, Inc.	<u>Rio Brands fabric designs for spring/summer 2004.</u>	VAu000638963	2004
Rio Brands, Inc.	<u>Rio Brands fabric designs for spring/summer 2005.</u>	VAu000640939	2004
Rio Brands, Inc.	<u>Rio Brands Patio 2009 Presentation.</u>	VAu000975798	2008
Rio Brands, Inc.	<u>Rio Brands Summer 2008 Presentation.</u>	VAu000978379	2008

3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Loans and all other obligations of Grantor to Grantee under the Third A&R Loan Agreement.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ALL-LUMINUM PRODUCTS, INC.

By: 

Name/Title: Int. Sales / Exec VP

(CORPORATE SEAL)

Attest: 

Name/Title: John C. Babcock

**WELL FARGO BANK NATIONAL
ASSOCIATION, successor in interest to Wachovia
Bank, National Association, formerly First Union
National Bank, successor by merger to CoreStates
Bank, N.A.**

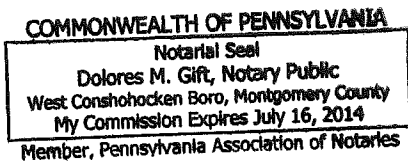
By: 

John P. Brady, ~~Managing Director~~ Sr. Relationship Mgr.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS.

On this, the 25 day of August, 2010, before me, a Notary Public, personally appeared IRA COHEN who acknowledged himself to be the EXEC VP of All-Luminum Products, Inc., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantor himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

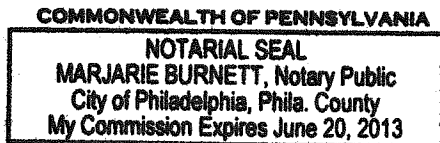


Dolores M. Gift
Notary Public
My commission expires: 7/16/14

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : SS.

On this, the 27 day of August, 2010, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Managing Director of Wachovia Bank, National Association, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Marjorie Burnett
Notary Public
My commission expires: 6/20/13

to * Senior Relationship Manager of Wells Fargo Bank, N.A.
formerly,

EXHIBIT A

Copy of Memorandum

See Attached.

	85047941		MYPOD	LIVE
2	78729736	3212576	BEACH POD	LIVE
3	78544848	3301686	RIO BRANDS	LIVE
4	77738016	3722168	CAPTURE THE SPIRIT	LIVE
5	77384970	3495594	AMERICAN PATRIOT	LIVE
6	77035953	3281903	BIG KAHUNA	LIVE
7	76545904		AMERICAN PRIDE	LIVE
8	76580426	3068777	EASY IN-EASY OUT	LIVE
9	76562322	2969362	SAND BLASTER	LIVE
10	76562309	3047481	RIO BEACH	LIVE
11	76562307	2965866	GROUND BREAKER	LIVE
12	76553810	2943413	RIO CREATIONS	LIVE
13	76545903	2935789	RIO OUTDOOR LIFESTYLES	LIVE
14	76545901	2959077	RIO ADVENTURE	LIVE
15	85091507		RIO GEAR	Live

Copyright certificates

VAU-639-905
 VAU 638-963
 VAU 640-939
 VAU 969-801
 VAU 975-798
 VAU 978-379

Name (NALL) <	Full Title	Copyright Number	Date
Rio Brands, Inc.	<u>Rio Brands Fabric Designs for 2007.</u>	VAu000969801	2007
Rio Brands, Inc.	<u>Rio Brands fabric designs for spring/summer 2003.</u>	VAu000639905	2004
Rio Brands, Inc.	<u>Rio Brands fabric designs for spring/summer 2004.</u>	VAu000638963	2004
Rio Brands,	<u>Rio Brands fabric designs for</u>	VAu000640939	2004

Inc.	<u>spring/summer 2005.</u>		
Rio Brands, Inc.	<u>Rio Brands Patio 2009 Presentation.</u>	VAu000975798	2008
Rio Brands, Inc.	<u>Rio Brands Summer 2008 Presentation.</u>	VAu000978379	2008